

IN THE CIRCUIT COURT OF THE 22ND JUDICIAL CIRCUIT
MCHENRY COUNTY, ILLINOIS

TODD A. DYER

Plaintiff

v.

No. _____

JOAN BAKLEY, THE JOAN BAKLEY TRUST,

CINDY BAKLEY, KENNETH BAKLEY, JR.,

KATHLEEN JENSEN, and

BAKLEY CONSTRUCTION, INC, et al

Defendants

MOTION OF

JUDGMENT BY

CONFESSION

AND DEFAULT

Case 18LA000315

MOTION OF JUDGMENT BY CONFESSION AND DEFAULT

NOW COMES Plaintiff on this 11th Day of September, 2018, respectfully
before the Court of the 22nd Judicial District of McHenry County, Illinois,

NOTICE

THIS CASE IS HEREBY SET FOR A SCHEDULING CONFERENCE IN COURTROOM
TBD ON 12/12/18 AT 9:00 a.m. FAILURE TO APPEAR MAY RESULT
IN THE CASE BEING DISMISSED OR AN ORDER OF DEFAULT BEING ENTERED

requesting the Court enter judgment by default pursuant to this Motion of Judgment by Confession and Default and the following facts.

Plaintiff respectfully moves the Court for a Judgment by Default by showing that a "Consulting Agreement" was entered into between the Plaintiff and the Defendants on the 1st day of May, 2015, in a voluntary and mutual manner and under no duress. (EXHIBIT #1) Plaintiff performed work and work product under the terms of the "Consulting Agreement" during the period of April 2013 through June of 2015, and successfully achieved the contemplated goal and settlement originally described in the "Consulting Agreement" dated May 1, 2015. Pursuant to Agreement and Provision #7 and its related subsections of the "Consulting Agreement" (Non-Disclosure and Confidentiality), NEITHER the Plaintiff nor Defendant were permitted to disclose the entire agreement, any provisions of the agreement, or the existence of the agreement to ANY party outside of subpoena powers of law enforcement.(EXHIBIT #1a) While the Defendants violated the terms of this provision on multiple occasions, a specific violation occurred by Cindy Bakley on Friday, April 10, 2015; at which point the entire "Consulting Agreement" and it's existence was disclosed to MS. WENDI LESNIAK of ALBERT KESTELEYN & COMPANY, INC. (EXHIBIT #2) without the express written consent of the Plaintiff per the terms of the "Consulting Agreement". Defendant also breached "Consulting Agreement" by disclosing to attorney RODNEY PIERCEY after expressly prohibiting Plaintiff from disclosing same to

attorney KEITH HANSON OF HANSON LAW GROUP. (EXHIBIT #3)

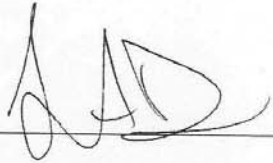
Agreement and Provision #7 and its related subsections clearly define the penalty for ANY violation of this Non-Disclosure and Confidentiality as a monetary penalty of FIVE HUNDRED THOUSAND U.S. DOLLARS (\$500,000) due and payable immediately upon any default or violation of Agreement and Provision #7 of the "Consulting Agreement". The default and violation of Defendant Cindy Bakley notifying and presenting the "Consulting Agreement" to ALBERT KESTELEYN & COMPANY, INC. clearly and expressly warrants the penalty fee of FIVE HUNDRED THOUSAND U.S. DOLLARS (\$500,000) be due and payable immediately to Plaintiff. Agreement and Provision #7 of the "Consulting Agreement" provides for a Confessed and Advance Judgment by Default (EXHIBIT #5) upon initialing EACH page and executing the "Consulting Agreement" on page #5 (the signature page). The Defendants were notified and explained the terms of this Agreement and Provision and the Confession and Default Judgment each time they initialed the page and executed the "Consulting Agreement" on numerous occasions. The Defendants agreed by signature of the "Consulting Agreement" and initialing each page that no further court action was needed in order to pursue the Default Judgment upon ANY violation of the Confidentiality and Non-Disclosure Agreement (#7 and it's subsections).

The notification of violation of the terms of the "Consulting Agreement" and demand for the penalty of FIVE HUNDRED THOUSAND U.S. DOLLARS

(\$500,000) was duly served on the Defendants Joan Bakley, Cindy Bakley, Kenneth Bakley, Jr., and Kathleen Jensen on November 27th, 2017 (EXHIBIT #6) and February 1st, 2018 (EXHIBIT #7) and March 23rd, 2018, (EXHIBIT #8) via U.S. Postal Service Certified Mail to 10900 CHURCH STREET, HUNTLEY, IL 60142 (EXHIBIT #8a) and simultaneously to P.O. BOX 145, HUNTLEY, IL 60142-0145, (EXHIBIT #8b), no answer or other defense has been filed by the Defendants or received by the Plaintiff as of this date and no proceedings have been taken by the Defendants since the notification of Default. Defendants have not been in military service, are not infant or incompetent as appears in the "Consulting Agreement" herewith.

Plaintiff reserves the express and ultimate right to assign this Judgement to ANY party of its discretion without prior notice or approval of Defendants. In the event of its assignment, this Judgment shall survive, remain in FULL FORCE, and bound upon Defendants under the same terms and conditions herein.

Wherefore, Plaintiff respectfully moves and prays that this court make and ENTER JUDGMENT in favor of the PLAINTIFF in the amount of no less than FIVE HUNDRED THOUSAND U.S. DOLLARS (\$500,000) as of this date as penalty for the violation of the mutual agreed "Consulting Agreement"



, Dated: September 11th, 2018

TODD A. DYER

1178 S. Elmwood Avenue

Oak Park, IL 60304

CERTIFICATE OF SERVICE/DECLARATION:

I, Todd A. Dyer, Plaintiff, Pro Se; hereby verify that this, Motion for Judgment by Default/Complaint, and it's attached exhibits have been filed and served through electronic processing and service in accordance with all terms and conditions of said service via the Clerk of Courts, McHenry County, Illinois. I hereby represent and warrant that all documentation, information, statements, provisions, covenants, sections, and subsections are True and Correct to the best of my knowledge under penalty of perjury on this said date of the 11th of September, 2018.



Todd A. Dyer, Plaintiff